

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

BROOK VILLAGE NORTH ASSOCIATES,)	
)	
Plaintiff,)	
)	
v.)	Civil No. 06-046-JD
)	
ALPHONSO JACKSON, in his)	
capacity as Secretary of the)	
Department of Housing and Urban)	
Development,)	
)	
and)	
)	
FEDERAL NATIONAL MORTGAGE)	
ASSOCIATION,)	
)	
Defendants.)	
_____)	

STIPULATION REGARDING
PAYMENT OF ATTORNEYS' FEES

Whereas the parties desire to resolve the matter of entitlement to attorneys' fees and costs without further time and expense, the plaintiff, Brook Village North Associates ("Brook Village"), and the defendant, Alphonso Jackson, in his capacity as Secretary of the Department of Housing and Urban Development, by their respective counsel of record, hereby stipulate and agree as follows:

1. That the payment of Ninety Five Thousand Dollars (\$95,000.00) by the United States of America is in full settlement and satisfaction of all costs and any and all claims for attorneys' fees under the Equal Access to Justice Act, 28 U.S.C. § 2412(d). The United States of America shall make this

payment as soon as practicable after the filing of this stipulation. The payment shall be made, on behalf of plaintiff, to plaintiff's counsel, Coan & Lyons. Upon receipt of payment, plaintiff shall withdraw its Motion for Attorneys' Fees and Other Expenses.

2. That plaintiff and defendant agree to release, waive, and abandon all claims and causes of action, claims, counterclaims, affirmative defenses, or any other claim by either party relating to this action for attorneys' fees and expenses, irrespective of whether they were asserted in the pleadings, as against plaintiff and/or the United States.

3. That this stipulation is in no way related to or concerned with income or other taxes for which Brook Village is now liable or may become liable in the future as a result of this stipulation or as a result of entry of a final judgment.

4. That Brook Village warrants and represents that no other action or suit with respect to the claims advanced in this suit is pending or will be filed in or submitted to any other court, administrative agency, or legislative body. Brook Village further warrants and represents that it has made no assignment or transfer of all or any part of its rights arising out of or relating to the claims advanced in this suit. Should there be now or in the future any violation of these warranties and representations, any amount paid by the United States pursuant to

this stipulation or pursuant to any judgment entered pursuant to this stipulation shall be refunded promptly by Brook Village, together with interest thereon.

5. That this stipulation is for the purposes of settling the claims for attorney fees and costs asserted in this case and permitting entry of final judgment, and for no other purpose. Accordingly, this stipulation shall not bind the parties, nor shall it be cited or otherwise referred to, in any proceedings, whether judicial or administrative in nature, in which the parties or counsel for the parties have or may acquire an interest, except as is necessary to effect the terms of this stipulation.

6. That plaintiff's counsel represent that they have been and are authorized to enter into this stipulation on behalf of Brook Village.

7. That this document constitutes a complete integration of the stipulation between the parties and supersedes any and all prior oral or written representations, understandings or agreements among or between them.

Respectfully submitted,

FOR THE PLAINTIFF:

FOR THE DEFENDANT:

THOMAS P. COLANTUONO
United States Attorney

By: /s/ T. David Plourde for
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Dated: May 21, 2008

Dated: May 21, 2008

SO ORDERED:

Dated: May 28, 2008

/s/ Joseph A. DiClerico, Jr.
Joseph A. DiClerico, Jr.
United States District Judge